

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

LAURI VALJAKKA,

Plaintiff,

vs.

NETFLIX, INC.,

Defendant.

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) Case No.:
) 4:22-cv-01490-JST
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VIDEOTAPED DEPOSITION OF

ROBERT F. HELD

Appearing Remotely

Friday, September 8, 2023

Stenographically reported by:
EMILY SAMELSON, CSR No. 14043
Focus Job No.: 7732

1 MR. RAMEY: Objection. Form.

2 THE WITNESS: Yes.

3 BY MS. EDLIN:

4 Q Have any of those transactions been a
5 purchase of the patent for more than [REDACTED] euros?

6 A We did not analyze the interparty
7 transactions between the owners and the owners'
8 companies. They were not arm's length transactions.
9 And neither are the ones that are in the GP 1 here.
10 They're all settlement in litigation.

11 Q Is it your position that the CDN license is
12 not representative of the value of the '167 patent?

13 MR. RAMEY: Objection. Form.

14 THE WITNESS: And you're referring to
15 paragraph 61?

16 BY MS. EDLIN:

17 Q Uh-huh.

18 A Where the plaintiff entered into an
19 [REDACTED] agreement with CDN Finland Oy?

20 Q Right.

21 A No.

22 Sorry.

23 That was a transfer of patent rights from
24 one entity controlled by Mr. Valjakka to another
25 entity controlled by Mr. Valjakka. So again, it's

1 not an arm's length transaction.

2 Q And so because it's not an arm's length
3 transaction, you don't believe that it represents
4 the market value of the patent; is that right?

5 MR. RAMEY: Objection. Form.

6 THE WITNESS: Not at all. Has no bearing
7 on the market value of the patent.

8 There was no -- there was no basis in the
9 transfer other than the transfer from one company to
10 another. There was no basis that it would be used
11 in product. There was no value other than it was
12 transferred to CDN Licensing Oy per Mr. Valjakka
13 for the purpose of licensing his IP.

14 So there's no basis in value that anything
15 could be attributed to for that other than a
16 transfer between two companies.

17 It's not an arm's length transaction
18 between a prospective licensor and a prospective
19 licensee where the licensee would be using it and
20 implementing it into a system, product, or service
21 which would then generate value for the licensee
22 and, therefore, the licensee pays royalties back
23 to the licensor. So it's not a representative
24 transaction of value.

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1 BY MS. EDLIN:

2 Q Let me just break that apart a little bit.
3 That was a little bit long.

4 So is it your position now that the [REDACTED]
5 euros that Mr. Valjakka received from CDN Licensing
6 for its [REDACTED] to the '167 patent is not
7 representative of the value of the '167 patent?

8 MR. RAMEY: Objection. Form.

9 THE WITNESS: Mr. Valjakka transferred
10 the rights from one entity owned by Mr. Valjakka to
11 another entity owned by Mr. Valjakka, which is not
12 an arm's length transaction between the licensor and
13 licensee. Therefore, whatever value was delineated
14 in that agreement, which you said was [REDACTED], has
15 no bearing on the value.

16 BY MS. EDLIN:

17 Q And is it your position that the actual
18 value of the '167 patent is much higher than the
19 [REDACTED] euros that was paid by CDN Licensing for
20 the exclusive license to the '167 patent?

21 MR. RAMEY: Objection. Form.

22 THE WITNESS: Yes.

23 BY MS. EDLIN:

24 Q Okay. Let's just take a quick look at that
25 license again. I believe we marked it as [REDACTED]